

O'NEILL & BORGES LLC
250 MUÑOZ RIVERA AVENUE, SUITE 800
SAN JUAN, PUERTO RICO 00918-1813

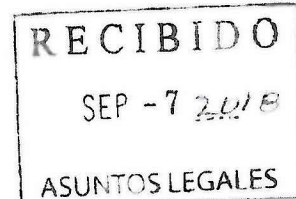
JERRY LUCAS MARRERO
MEMBER
787-282-5729

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JERRY.MARRERO@ONEILLBORGES.COM

September 7, 2018

BY MESSENGER

Hon. Tania Vázquez Rivera
Secretary
Puerto Rico Department of Natural and Environmental Resources
Environmental Agency Building – Cruz A. Matos
San José Industrial Park
1375 Ponce de León Avenue
San Juan, PR 00926-2604



Re: *Environmental Quality Board v. AES Puerto Rico, LP*
Administrative Order No: OA-18-TE-068
Response to Request for Documents and Information

Dear Mrs. Vázquez Rivera:

On behalf of our client, AES Puerto Rico, LP ("AESPR"), we acknowledge receipt of the Administrative Order in reference (the "Order") and, within the timeframe required by the Puerto Rico Department of Natural and Environmental Resources ("DNER"),¹ we herewith submit documents and information responsive to the Order.²

First and foremost and as it is further explained below, AESPR hereby responds to the Order and provides documents and information responsive to the Order in good faith without acknowledging DNER's jurisdiction to issue the Order and without any admission of any allegation of facts or law or conclusion of law that DNER or any may make or reach as a result of the Order and AESPR response to the same.

AESPR hereby also reminds the DNER of its legal obligations pursuant Article 17 of the Puerto Rico Environmental Public Policy Act³ regarding the *de jure* confidential nature of the information provided herewith related to AESPR's production, production processes and sales,

¹ Pursuant to Act 171 of August 2, 2018, the Environmental Quality Board (EQB) has been dissolved and merged into the DNER. According to Section 92 of Act 171, any prior reference to EQB in any law, regulation or official document of the Government, shall be deemed to refer to the DNER. References to Presidents or Executive Directors and to the EQB's Governing Board in any law, regulation or official document of the Government, shall be now deemed a reference to the DNER's Secretary.

² Note that we are submitting this response in the English language for the benefit of the U.S. Environmental Protection Agency who is being copied with this response.

³ Act 416 of 2004.

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among others.⁴ Accordingly, AESPR's response to the Order does not constitute and shall not be interpreted or construed in any way whatsoever as an expressed consent to the disclosure of AESPR's information and documents provided herein. Accordingly, AESPR's business information shall not be made public or available to the public.

I. Jurisdiction and facts

The Order is purportedly based on DNER's powers pursuant Article 9 A (4) of Act 416-2004 to investigate and verify compliance with Act 416-2004 and the regulations promulgated thereunder. The Order also provides that AESPR's activities are regulated under DNER's Regulation for the Management of Nonhazardous Waste (Regulation No. 5717)⁵ and under the Regulation for the Control of Atmospheric Pollution (Regulation No. 5300).

Notwithstanding the foregoing, we note that the Order does not require any information or document related to AESPR compliance with any particular or specific Section of Act 416, Regulation 5717 or Regulation 5300. Instead, it broadly requires certain documents and information associated with *Coal Combustion Residuals* (CCR's) - governed under Act 40-2017 and under which, admittedly, the EQB did not and DNER has not issued any regulations yet. Thus, the requirements in the Order are not aimed at "verifying compliance with" any specific provision of Act 416-2004 or any of the regulations referenced in the Order.⁶

Nonetheless, AESPR is responding to the Order in good faith as the Order requires no further action from AESPR and does not provide for a proposed fine or penalty or administrative hearing. However, AESPR expressly reserves its right to object to DNER's jurisdiction and power to issue the Order or any particular individual request, as well any other available defense including, but not limited to, a potential preemption defense resulting from the recently adopted federal Water Infrastructure Improvements for the Nation Act of 2016 (WIIN Act).

⁴ See, 12 L.P.R.A. § 8002kA.

⁵ As the DNER should be aware, Civil Action No. KAC-2015-0581, *AES Puerto Rico, L.P., v. Junta de Calidad Ambiental*, is a case currently pending before the Puerto Rico Court of First Instance. The applicability of Regulation No. 5717 to AESPR is being questioned and challenged by AESPR and is precisely an issue which still remains *sub judice* in the case. Thus, AESPR maintains its position and expressly oppose that its operations related, among others, to the generation of ashes (fly and bottom) and their use for the manufacturing of the aggregate known and registered as AgremaxTM, for its beneficial uses or otherwise, are subject to Regulation No. 5717.

⁶ Moreover, Article 5 of Act 40-2017 imposes upon the DNER the duty to issue the necessary regulations to implement the requirements of the Act. While it is expressly established that the DNER's inaction under Article 5 should not constitute an impediment for the law to take effect, we understand that an investigative procedure such as the one promoted by the Order should be clearly delineated in the agency's regulation to safeguard, at the least, the due process of law. Otherwise, an investigated party may not have a clear understanding of its rights and obligations; may not be able to determine whether the Order constitutes a reasonable and pertinent request; or have the benefit of a specific process to question the legality of any potential non-pertinent request. See, D. Fernández; *Derecho Administrativo y Ley de Procedimiento Administrativo Uniforme*; 3rd Ed. 2013; p.285.

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II. AgremaxTM is neither Coal Ash nor Coal Combustion Residual under Act 40-2017

Now, prior to addressing DNER's request for the production of certain documents and information related to coal ash, coal residuals or the mix of coal combustion residuals, it is necessary to provide a brief and clear overview of the definitions and prohibitions established under Act 40-2017 - referenced by DNER in the Order.

First, Act 40-2017 contains two specific prohibitions which are applicable only in the presence of two specific defined terms. The first prohibition forbids the "deposit or disposal" of "coal ash" or "coal combustion residuals" within the territory of the Government of Puerto Rico⁷. The second prohibition forbids "storing coal ash or coal combustion residuals" within the territory of Puerto Rico for more than 180 days. Both, "deposit or disposal" and "coal combustion residuals" are defined terms in Act 40-2017. Consequently, materials or actions outside the purview of these definitions are and will be outside the scope of the prohibitions in Act 40-2017. We explain.

a. Definition of "coal ash or coal combustion residuals"

For purposes of Act 40-2017, "coal ash or coal combustion residuals" are "the materials resulting from the combustion of coal in energy generating facilities: namely, Fly Ash,[] bottom ash[], boiler slag[], and flue gas desulfurization gypsum."⁸

In contrast, AgremaxTM is a rock-like product (manufactured aggregate) resulting from a manufacturing process that uses coal combustion residuals and water. It is a manufactured product that can and has been beneficially used in multiple scenarios and applications. AgremaxTM is not a material "resulting from the combustion of coal." As such, it falls outside of the "coal combustion residuals" definition in Act 40-2017. This position is supported by the legislative intent incorporated into the Committee's Report recommending the approval of Act 40-2017.

Is important to note, that H.B.81 clearly defines what "coal ash or coal combustion residuals" [generated] in energy facilities are. [The Bill] specifically explains that these are fly ash,[] bottom ash[], boiler slag[], and flue gas desulfurization gypsum. Any other material, residual, or product [related to] the production of energy that is not specified in H.B. 81 can be disposed and used in any commercial beneficial use as established by federal or local government agencies.⁹

Furthermore, it is worth noting that on January 12, 2018, citing the same legislative history, the Puerto Rico Court of Appeals validated AESPR's interpretation of Act 40. The Court

⁷ See, Article 3.a, Act 40-2017.

⁸ See, Article 2, Act 40-2017.

⁹ See, House Committee on Transportation and Infrastructure; Positive Report on H.B 81, July 25, 2017 at pages 4-5.

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indicated that:

[i]n other words, Act 40-2017 prohibits the deposit and disposal of "fly ash" (light ash), "bottom ash" (background or heavy ash), "boiler slag" (waste of boiler), and "flue gas desulfurization gypsum" (flue gas desulfurized gypsum), but not the Agremax or "rock ash". [...] [T]he legislator clearly had the intention of not to include, but to allow, the deposit and disposition of Agremax[.]¹⁰

As Agremax[™] falls outside the definition of "coal ash" or "coal combustion residuals" of Act 40-2017, it inevitably falls outside the reach of the prohibitions established therein. Again, the prohibition set forth in Article 3.b is limited to the defined "coal ash and coal combustion residues" and, thus, it is not applicable to any other material – as the Agremax[™].

b. AESPR's voluntary production of Agremax[™] - related information

AESPR understands that DNER may reasonably request certain information and documents pertaining to "coal combustion residuals" and "coal ash", as these terms are defined in Act 40-2017. Because AESPR generates "coal ash" and "coal combustion residuals" and uses them as a raw material for the manufacturing of Agremax[™], it understands that making Agremax[™] information available will assist DNER in having a better understanding of the information and documents that are being produced in response to the Order. However, AESPR's decision and good faith in this regard, as mentioned before, shall not be interpreted or construed in any way whatsoever as an admission or consent that Agremax[™] or its manufacturing and inventory is subject to the prohibitions set forth in Act 40-2017 or Regulation 5717.

III. Production of Documents and Information

For ease of reference, we now address DNER's request using the same item number in the Order.

1. Detail[s] of the amount of tons generated last year.

Response:

- a. Fly Ash – 103,521.17 short tons.
- b. Bed (Bottom) Ash – 25,880.29 short tons.
- c. Agremax[™] – 168,221.89 short tons.

2. Detail[s] of the amount distributed and/or removed from the facilities of the company during the last year.

Response:

- a. Fly Ash – None.
- b. Bed Ash – None.

¹⁰ *Comité Pro Salud v. Junta de Calidad Ambiental*, 2018 WL 835044 (2018) at pages 5-6.

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- c. AgremaxTM – All of the AgremaxTM distributed or removed from AESPR facility during the last year was moved by barge to the continental United States. AESPR contracted with Keystone Properties, LLC to handle the shipments. Below is the detail of each shipment:

Date	Amount (in short tons)	Material	Carrier
August 10, 2017	13,515.98	Agremax TM	Keystone Properties LLC
August 27, 2017	14,409.53	Agremax TM	Keystone Properties LLC
March 16, 2018	35,387.60	Agremax TM	Keystone Properties LLC
April 6, 2018	35,675.46	Agremax TM	Keystone Properties LLC
May 9, 2018	36,315.83	Agremax TM	Keystone Properties LLC
August 11, 2018	26,714.44	Agremax TM	Keystone Properties LLC

3. Provide last year's transportation manifests.

Response: Attached are the Bills of Lading for each AgremaxTM barge shipment. Note that no manifest is necessary to ship AgremaxTM, as AgremaxTM is not a hazardous solid waste or a non-hazardous solid waste.

4. Provide sales receipts for the last year.

Response: There was no sale of Fly Ash, Bottom Ash or AgremaxTM last year.

5. Date on which it was generated.

Response: a. Fly Ash – Fly Ash is generated daily when any of the power generation units is in operation. The amount of Fly Ash generated fluctuates depending on the operation of the power generation units.

b. Bed Ash – Bed Ash is also generated daily when any of the power generation units is operational. The amount of Bed Ash generated also fluctuates depending on the operation of the power generation units.

c. AgremaxTM – This aggregate product is generally manufactured Monday to Friday and generally when any of the power generating units is operational.

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6. *How much time has it been stored at the location.*

Response: a. Fly Ash – The Fly Ash is stored in closed silos. They are being used for the manufacture of Agremax[™] - in an enclosed point/location called the “pug-mill.”

b. Bed Ash – The Bed Ash is also stored in closed silos. They are also used for the manufacture of Agremax[™] in the “pug-mill.”

c. Agremax[™] – The inventory of Agremax[™] is stored in an area located at the south of the facility as provided in the original design of the plant site as approved by the Puerto Rico government. The newly manufactured Agremax[™] material is safely placed in this storage area with the previously manufactured Agremax[™] - from which the Agremax[™] is moved/transported as needed.

7. *Purpose for storing.*

Response: Fly Ash and Bed Ash are only stored in closed silos and used, from there, for the manufacturing of Agremax[™]. Agremax[™] is stored at the designated storage area pending its beneficial use in accepted applications.¹¹

8. *List of clients or receptors during last year.*

Response: Keystone Properties, LLC.

9. *Measures taken to comply with Act 40-2017.*

Response: Fly Ash and Bed Ash are safely stored in enclosed silos in compliance with Act 40-2017. These materials are used for the manufacturing of Agremax[™]. Currently, no Fly Ash or Bottom Ash or any “coal combustion residuals,” as defined in Act 40-2017, is “disposed of” or “deposited” by AESPR in any Puerto Rico roads or lands including sanitary landfills or bodies of water within the territory of the Government of Puerto Rico as required under Art. 3a.

III. Conclusion and Plead

Based on the foregoing and the production of documents and information herewith, we respectfully request that DNER acknowledge receipt of this response and rule that AESPR has complied fully with the Order; otherwise, AESPR respectfully requests the DNER to schedule a meeting or hold an administrative hearing where the Order and its requirements are discussed in light of AESPR’s position as discussed herein.

¹¹ But for the disruptions caused by non-governmental groups and others preventing access to the landfill by trucks carrying Agremax[™], any surplus Agremax[™] could also be disposed of in a RCRA Subtitle D compliant landfill because, as explained above, Agremax[™] does not fall within the definition of “coal ash” or “coal combustion residuals” in Act 40-2017. Delivery of Agremax[™] to a landfill for disposal (or use) is also allowed under previous EQB Resolutions, as well as under the federal Coal Combustion Residuals Rule administered by the U.S. Environmental Protection Agency.

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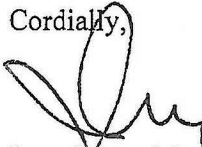
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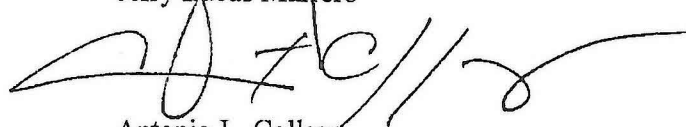
IV. Notification

We are also providing a true and exact copy of this response, by certified mail – returned receipt requested, to the following DNER personnel: **Mr. Ricardo Pallens Cruz, Esq.** Manager, Land Pollution Control Division; **Mrs. Vanessa del Moral**, Manager, Guayama Regional Office; and **Samuel Acosta Camacho, Esq.**, Acting Manager of the Office of Legal Affairs at PO Box 11488, San Juan, PR 00910. We are also serving - as a courtesy - a true and exact copy of this response, by certified mail – returned receipt requested, to the following USEPA personnel: the **Regional Administrator of USEPA**, Region 2, 290 Broadway Avenue, New York, New York, 10007-1866; and, **Mrs. Carmen Guerrero**, USEPA-CEPD, City View Plaza II – Suite 7000, #48 Rd. 165 km 1.2 Guaynabo, PR 00968-8069.

Should you have any question regarding the foregoing, please contact the undersigned at your convenience.

Cordially,


Jerry Lucas Marrero


Antonio L. Collazo

c: Mr. Manuel Mata
Mr. Marc Michael
Mr. Rafael Quintana
Mr. Héctor Ávila
Sam Boxerman, Esq.

ATTACHMENT

Shipper

BILL OF LADING

B/L No.

P-17008

AES Puerto Rico, LP
 PO Box 1890
 Guayama P.R. 00785
 Contact: Carlos Gonzalez (787) 510-6222

TO BE USED WITH CHARTER-PARTY DATED: 01/30/17

Consignee

Reference No.

Voyage NO. 17018

Keystone Properties, LLC
 1915 Wigmore Street
 Jacksonville, FL 32206
 Contact: Phil Hetzner (781) 929-0195

Notify address

Keystone Properties, LLC
 1915 Wigmore Street
 Jacksonville, FL 32206
 Contact: Phil Hetzner (781) 929-0195

Vessel	Port of loading
Sheila Moran / Portsmouth	Las Mareas, Guayama, Puerto Rico

Port of discharge
Jacksonville, Florida, USA

Shipper's description of goods

Net Weight

Manufactured Aggregate - (a coal combustion product composed of fly ash and bed ash which has been hydrated to produce an aggregate)

13,515.98 NET TONS

FREIGHT PAYABLE AS PER CHARTER PARTY DATED: JAN 30, 2017

ON BOARD

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated January 30, 2017	SHIPPED at the Port of Loading in apparent good order and condition on board the vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF	
FREIGHT ADVANCE. Received on account of freight:		
Time used for loading.....days.....hours.	Freight payable at ----- AS PER C/P	Place and date of issue Las Mareas, Guayama, Puerto Rico 8/ 10 /2017
	Number of original Bs/L THREE (3)	Signature Master of Sheila Moran / Portsmouth Captain or Authorized Agent

Shipper

BILL OF LADING

B/L No.

M-17023

AES Puerto Rico, LP
 PO Box 1890
 Guayama P.R. 00785
 Contact: Carlos Gonzalez (787) 510-6222

TO BE USED WITH CHARTER-PARTY DATED: 01/30/17

Consignee	Reference No.	Voyage NO. 17023
Keystone Properties, LLC 1915 Wigmore Street Jacksonville, FL 32206 Contact: Phil Hetzner (781) 929-0195		
Notify address		
Keystone Properties, LLC 1915 Wigmore Street Jacksonville, FL 32206 Contact: Phil Hetzner (781) 929-0195		

Vessel	Port of loading
Alice Moran / Montville	Las Mareas, Guayama, Puerto Rico
Port of discharge	
Jacksonville, Florida, USA	
Shipper's description of goods	Net Weight

Manufactured Aggregate - (a coal combustion product composed of fly ash and bed ash which has been hydrated to produce an aggregate) 14,409.53 NET TONS

FREIGHT PAYABLE AS PER CHARTER PARTY DATED: JAN 30,2017

ON BOARD

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated <u>January 30, 2017</u> FREIGHT ADVANCE. Received on account of freight: Time used for loading.....days.....hours.	SHIPPED at the Port of Loading in apparent good order and condition on board the vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
Freight payable at ----- AS PER C/P	Place and date of issue Las Mareas, Guayama, Puerto Rico B/ 27 /2017
Number of original Bs/L. THREE (3)	Signature Master of Alice Moran / Montville Captain or Authorized Agent

CODE NAME "CONGENBILL" EDITION 1994

BILL OF LADING
TO BE USED WITH CHARTER-PARTIES

B/L No. SLNC-7-01

Shipper

AES Puerto Rico, LP

PO Box 1890

Guayama, PR 00785

Contact: Carlos Gonzales (787) 510-6222

Consignee

Keystone Properties, LLC

1915 Wigmore Street

Jacksonville, FL 32206

Notify Party

Keystone Properties, LLC

1915 Wigmore Street

Jacksonville, FL 32206

Contact: Val Schwec (904) 438-3137

ORIGINAL

Vessel

Voyage No.

Port of loading

ITB SLNC MOKU PAHU

7

Las Mareas, Guayama, PR

Port of discharge

Jacksonville, Florida, USA


Shippers description of goods

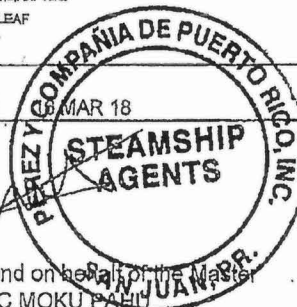
Gross Weight

Manufactured Agregate - (a coal combustion Product composed of Fly ash and bed ash
which has been hydrated to produce an agregate)

MT 32,103.09

FREIGHT PAYABLE AS PER CHARTER PARTY

Freight payable as per CHARTER PARTY DATED FEBRUARY 7th 2018		SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof of the Master or Agents of the said Vessel has signed the numbers of Lading indicated below all of this tenor and date any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF	
FREIGHT ADVANCE Received on account of freight:		Time used for loading days..... hours.	
Freight Payable at AS PER C/P		Place and date of issue GUAYAMA PR	
Number of original B/L 3		Signature  As agents for and on behalf of the Master of the ITB SLNC MOKU PAHU Capt. Robert Abbott	



CODE NAME: "CONGENBILL" EDITION 1994

Shipper

AES Puerto Rico, LP

PO Box 1890

Guayama, PR 00785

Contact: Carlos Gonzales (787) 510-6222

Consignee

Keystone Properties, LLC

1915 Wigmor Street

Jacksonville, FL 32206

Notify Party

Keystone Properties, LLC

1915 Wigmor Street

Jacksonville, FL 32206

Contact: Val Schwab (904) 438-3137

BILL OF LADING

TO BE USED WITH CHARTER PARTIES

B/L No. SLNC-8-01

ORIGINAL

Vessel	Voyage No.	Port of Loading
ITB SLNC MOKU PAHU	8	Las Mareas, Guayama, PR

Port of Discharge

Jacksonville, Florida, USA

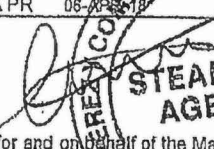
Shipper's description of goods

Gross Weight

Manufactured Agregate - (a coal combustion Product composed of Fly ash and bed ash which has been hydrated to produce an agregate)

35,675.46 ST

FREIGHT PAYABLE AS PER CHARTER PARTY

Freight payable as per CHARTER PARTY DATED FEBRUARY 7th 2018		SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agents of the said Vessel has signed the numbers of Lading indicated below all of this tenor and date any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF	
Freight Advance Received on account of freight:		Time used for loading days hours.	
Freight Payable at AS PER C/P		Place and date of issue GUAYAMA PR 06-APR-18	
Number of original B/L 3		Signature  As agents for and on behalf of the Master of the ITB SLNC MOKU PAHU Capt. Robert Abbott	



Shipper

AES Puerto Rico, LP
PO Box 1890
Guayama P.R. 00785
Contact: Carlos Gonzalez
Phone: (787) 510-6222

BILL OF LADING

B/L No. XX 1

TO BE USED WITH CHARTER-PARTY DATED

Consignee

Keystone Properties, LLC
1915 Wigmore Street
St. Johns River
Jacksonville, FL 32206
Contact: Tom Scholl
Phone: (239) 848-8408

Reference No. USUN AE 14028

Notify address

Keystone Properties, LLC
1915 Wigmore Street
St. Johns River
Jacksonville, FL 32206
Contact: Tom Scholl
Phone: (203) 442-2800

**DUPLICATE
NON NEGOTIABLE****Vessel**

M/V Mississippi Enterprise

Port of loading

LAS MAREAS, GUAYAMA, PUERTO RICO

Port of discharge

Keystone Properties, LLC - 1915 Wigmore Street, St. Johns River, Jacksonville, FL 32206

Shipper's description of goods

Manufactured Aggregate - (a coal combustion product composed of fly ash and bed ash which has been hydrated to produce an aggregate)

Gross weight
NET WT
36,315.83 ST

FREIGHT PAYABLE AS PER CHARTER PARTY

DATED: 5 March, 2018

CLEAN ON BOARD

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated	5 March 2018	SHIPPED at the Port of Loading in apparent good order and condition on board the vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
FREIGHT ADVANCE. Received on account of freight:		
Time used for loading.....days.....hours.		
Freight payable at	AS PER C/P	Place and date of issue LAS MAREAS, GUAYAMA, PUERTO RICO 09 May, 2018
Number of original Bs/L		Signature
3/3 (THREE/THREE)		MASTER OF M/V Mississippi Enterprise Captain John D. Hawkins AUTHORIZED AGENT

CODE NAME: "CONGENBILL", EDITION 1994

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Shipper

AES Puerto Rico, LP
PO Box 1890
Guayama, PR 00785
Contact: Carlos Gonzalez (787) 510-6222

BILL OF LADING

B/L No. XX 1

TO BE USED WITH CHARTER-PARTY DATED

8/1/2018

Consignee

Reference No.

18009

Keystone Properties, LLC
1915 Wigmore Street
Jacksonville, FL 32206
Contact: Phil Hetzner (781) 929-0195

ORIGINAL

Notify address

Keystone Properties, LLC
1915 Wigmore Street
Jacksonville, FL 32206
Contact: Phil Hetzner (781) 929-0195

Vessel

Port of loading

ATB MARY ANN MORAN / VIRGINIA Las Mareas, Guayama, PR

Port of discharge

Jacksonville, FL, USA

Shipper's description of goods

Gross weight

NET WT

25,714.44

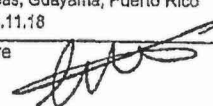
Manufactured Aggregate - (a coal combustion product composed of fly ash and bed
ash which has been hydrated to produce an aggregate)

FREIGHT PAYABLE AS PER CHARTER PARTY

DATED: 8/1/2018

ON BOARD

(of which NIL on deck at Shipper's risk; the Carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated 8/1/18	SHIPPED at the Port of Loading in apparent good order and condition on board the vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
FREIGHT ADVANCE. Received on account of freight:	
Time used for loading.....days.....hours.	
Freight payable at	Place and date of issue
As per C/P	Las Mareas, Guayama, Puerto Rico Date: 8.11.18
Number of original Bs/L	Signature 
THREE (3)	MASTER OF ATB Mary Ann Moran / Virginia CAPTAIN OR AUTHORIZED AGENT